

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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12

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/18/2020		2. CONTRACT NO. (If any) GS-35F-162DA		6. SHIP TO: a. NAME OF CONSIGNEE HPOD	
3. ORDER NO. 68HERD20F0133		4. REQUISITION/REFERENCE NO. PR-OMS-20-00551			
5. ISSUING OFFICE (Address correspondence to) ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709				b. STREET ADDRESS US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R	
				c. CITY Washington	e. ZIP CODE 20460
7. TO: (b)(4)		f. SHIP VIA			
a. NAME OF CONTRACTOR TELOS CORPORATION		8. TYPE OF ORDER			
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 19886 ASHBURN RD.		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if anv. including delivery as indicated.		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY ASHBURN	e. STATE VA	f. ZIP CODE 201472358			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Office of Environmental Information	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
				16. DISCOUNT TERMS	

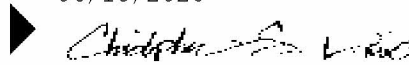
17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 056280621 TOCOR: Torina Anderson InvoiceApprover: Torina Anderson Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center		\$466,912.00				17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts		\$466,912.00				
c. CITY Durham		d. STATE NC	e. ZIP CODE 27711				

22. UNITED STATES OF
AMERICA BY (Signature)

06/18/2020



ELECTRONIC
SIGNATURE

23. NAME (Typed)
Christopher S. Davis
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/18/2020	CONTRACT NO. GS-35F-162DA	ORDER NO. 68HERD20F0133
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709 Accounting Info: 20-21-B-YSA-000YF6-2515-LISMSC00-20YSEAS002- 001 BFY: 20 EFY: 21 Fund: B Budget Org: YSA Program (PRC): 000YF6 Budget (BOC): 2515 Job #: LISMSC00 DCN - Line ID: 20YSEAS002-001 Period of Performance: 06/19/2020 to 06/18/2021					
0001	Xacta 360 (Unlimited) software license and maintenance in accordance with the attached schedule PoP: 06/19/2020 - 06/18/2021 Product/Service Code: D319				466,912.00	
1001	Option Period 1 - Xacta 360 (Unlimited) software maintenance in accordance with the attached schedule PoP: 06/19/2021 - 06/18/2022 Option Period total if exercised: \$165,572.00 (Option Line Item) 06/18/2021 Product/Service Code: D319				Option	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$466,912.00

SCHEDULE

ITEM	PART NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED
0001	XIAM- 360-UNL- PL	<p>Base Period - Xacta 360 (Unlimited) - perpetual software license for unlimited projects/systems. IT Security management and Assessment & Authorization solution that includes FISMA reporting capabilities, configurable approval process for tracking and managing remediation plans, customizable process template interface for creation and workflow management. Unlimited Users. Includes default and customizable process workflow and an application programming interface (API) for integration with other enterprise management systems. One standard process template/content pack included. HostInfo utilities included.</p> <p><i>Includes credit of \$449,020.00 from previous Xacta licenses purchased.</i></p> <p>PoP: 06/19/2020 – 06/18/2021</p>	1	EA	\$301,340.00	\$301,340.00
0002	FFP SERVICES	<p>Base Period - Annual Maintenance for Xacta 360 (Unlimited). Includes 40 hours of XPERT consulting support. Unlimited help desk support. Access to bug fixes, service packs, agency-level content updates, and version functionality upgrades. Additional 100 hours of professional Xacta services.</p> <p><i>The annual maintenance for Xacta 360 (Unlimited) above includes your current purchases of 162 licenses and 25 licenses and unlimited number of systems moving forward.</i></p> <p>PoP: 06/19/2020 – 06/18/2021</p>	1	EA	\$165,572.00	\$165,572.00

ITEM	PART NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED
1001	FFP SERVICES	Option Period 1 - Annual Maintenance for Xacta 360 (Unlimited). Includes 40 hours of XPERT consulting support. Unlimited help desk support. Access to bug fixes, service packs, agency-level content updates, and version functionality upgrades. Additional 100 hours of professional Xacta services. PoP: 06/19/2021 – 06/18/2022 *Option Value if exercised: \$165,572.00*	1	EA	*Option*	*Option*
Total Obligated (base period):						\$466,912.00
Total Potential Value (including option period):						\$632,484.00

PERIOD OF PERFORMANCE: 06/19/2020 – 06/18/2022

NO PARTIAL PAYMENTS AUTHORIZED

N.C. SALES TAX EXEMPT

North Carolina General Statute 105-164.13(17) and Rule No. 48 Sales and Use Tax Regulations. EPA Federal Tax Identification Number 520852695.

PROJECT OFFICER

Torina Anderson is hereby designated as the Project Officer for this requirement. As such, the project officer shall:

1. Provide all information of a general nature necessary in the performance of this order.
2. Be responsible for inspection and acceptance of supplies or services for the certification of invoices.

The Project Officer does not have the authority to issue any technical direction which changes or modifies the scope of work or alter the period of performance.

Project Officer Contact Information:

Name: Torina Anderson
 Phone: 202-566-1720
 Email: Anderson.Torina@epa.gov

ORDER CLAUSES

FAR CLAUSES INCORPORATED BY REFERENCE**52.252-2 – Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full Text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed Electronically at this/these address(es): <https://www.acquisition.gov/browse/index/far>

(End of clause)

52.204-23 – Prohibition on Contracting for Hardware, Software, And Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)**52.204-25 – Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)****52.212-4 – Contract Terms and Conditions – Commercial Items (Oct 2018)****52.232-39 – Unenforceability of Unauthorized Obligations (Jun 2013)****FAR CLAUSES INCORPORATED BY FULL TEXT****52.217-9 – Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 Months.

(End of clause)

EPAAR CLAUSES INCORPORATED BY FULL TEXT**1552.211-79 – Compliance with EPA policies for information resources management (Jul 2016)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information Policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) Section 508 requirements (accessibility). Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://www2.epa.gov/irmpoli8/current-information-directives>.

(End of clause)

1552.232-70 – Submission of invoices (May 2019)

(a) *Electronic invoicing and the Invoice Processing Platform (IPP)* - (1) *Definitions*. As used in this clause

- *Contract financing payment and invoice payment* are defined in Federal Acquisition Regulation (FAR) 32.001.

Electronic form means an automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Invoice Processing Platform or another electronic form authorized by the Contracting Officer.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(2)(i) Except as provided in paragraph (c) of this clause, the Contractor shall submit invoices using the electronic invoicing program Invoice Processing Platform (IPP), which is a secure web-based service provided by the U.S. Treasury that more efficiently manages government invoicing.

(ii) Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: (This is a fill-in for acceptable types of required documentation, such as an SF 1034 and 1035, or an invoice/self-designed form on company letterhead that contains the required information.)

(iii) The Contractor's Government Business Point of Contact (as listed in System for Award Management (SAM)) will receive enrollment instructions via email from the IPP. The Contractor must register within 3 to 5 days of receipt of such email from IPP.

(iv) Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@fiscal.treasury.gov or by telephone at (866) 973-3131.

(3) If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor shall submit a waiver request in writing to the Contracting Officer. The Contractor may submit an invoice using other than IPP only when -

(i) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor; and in such cases, the Contracting Officer shall modify the contract to include a copy of the Determination; or

(ii) When the Governmentwide commercial purchase card is used as the method of payment.

(4) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(5) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(6) Invoices submitted through IPP will be either rejected, or accepted and paid, in their entirety, and will not be paid on a partial basis.

(b) *Invoice preparation.* The Contractor shall prepare its invoice or request for contract financing payment in accordance with FAR 32.905 on the prescribed Government forms, or the Contractor may submit self-designed forms which contain the required information. Standard Form 1034, *Public Voucher for Purchases and Services other than Personal*, is prescribed for used by contractors to show the amount claimed for reimbursement. Standard Form 1035, *Public Voucher for Purchases and Services other than Personal - Continuation Sheet*, is prescribed for use to furnish the necessary supporting detail or additional information required by the Contracting Officer.

(c) *Invoice content.* (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions. If contract work is authorized by an individual task order or delivery order (TO/DO), the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each TO/DO and for the contract total, as well as any supporting data for each TO/DO as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) *Subcontractor charges.* (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail

set forth in paragraph (c)(2) of this section. This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses Confidential Business Information (CBI) concerns.

(e) *Period of performance indication.* Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the base contract and each option period.

(f) *Invoice submittal.* (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, *Allowable Cost and Payment*, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

(g) *EPA Invoice Preparation Instructions - SF 1034.* The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) U.S. Department, Bureau, or establishment and location - Insert the names and address of the servicing finance office, unless the contract specifically provides otherwise.

(2) Date Voucher Prepared - Insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date - Insert the number and date of the contract and task order or delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date - Leave blank.

(5) Voucher Number - Insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. For an adjustment invoice, write [*invoice number*] #Adj at the voucher number. For a final invoice, put invoice number F. For a completion invoice, put invoice number #C.

(6) Schedule Number; Paid By; Date Invoice Received - Leave blank.

(7) Discount Terms - Enter terms of discount, if applicable.

(8) Payee's Account Number - This space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address - Show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number - Insert for supply contracts.

(11) Date of Delivery or Service - Show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, *e.g.*, revised provisional or final indirect cost rates, award fee, etc.

(12) Articles or Services - Insert the following: For detail, see Standard Form 1035 total amount claimed transferred from Page _ of Standard Form 1035. Insert COST REIMBURSABLE - PROVISIONAL PAYMENT or INDEFINITE QUANTITY/INDEFINITE DELIVERY - PROVISIONAL PAYMENT on the Interim public vouchers. Insert COST REIMBURSABLE - COMPLETION VOUCHER or INDEFINITE QUANTITY/INDEFINITE DELIVERY - COMPLETION VOUCHER on the Completion public voucher. Insert COST REIMBURSABLE - FINAL VOUCHER or INDEFINITE QUANTITY/INDEFINITE DELIVERY - FINAL VOUCHER on the final public voucher. Insert the following certification, signed by an authorized official, on the face of the Standard Form 1034:

I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract.

(Name of Official)

(Title)

(13) Quantity; Unit Price - Insert for supply contracts.

(14) Amount - Insert the amount claimed for the period indicated in paragraph (g)(11) of this clause.

(h) *EPA Invoice Preparation Instructions - SF 1035*. The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

(1) U.S. Department, Bureau, or Establishment - Insert the name and address of the servicing finance office.

(2) Voucher Number - Insert the voucher number as shown on the Standard Form 1034.

(3) Schedule Number - Leave blank.

(4) Sheet Number - Insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) Number and Date of Order - Insert payee's name and address as in the Standard Form 1034.

(6) Articles or Services - Insert the contract number as in the Standard Form 1034.

(7) Amount - Insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) A summary of claimed current and cumulative costs and fee by major cost element - Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost and Rate Negotiation Team.

(9) Fee - The fee shall be determined in accordance with instructions appearing in the contract.

Note to paragraph (h) - Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

(i) *Supporting Schedules for Cost Reimbursement Contracts.* The following backup information is required as an attachment to the invoice as shown by category of cost:

(1) Direct Labor - Identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

(2) Indirect Cost Rates - Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

(3) Subcontracts - Identify the major cost elements for each subcontract.

(4) Other Direct Costs - When the cost for an individual cost (*e.g.*, photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

(5) Contractor Acquired Equipment (if authorized by the contract) - Identify by item the quantities, unit prices, and total dollars billed.

(6) Contractor Acquired Software (if authorized by the contract) - Identify by item the quantities, unit prices, and total dollars billed.

(7) Travel - When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, *e.g.*, task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

Note to paragraph (i) - Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(j) *Supporting Schedules for Time and Materials Contracts.* The following backup information is required as an attachment to the invoice as shown by category of cost:

(1) Direct Labor - Identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

(2) Subcontracts - Identify the major cost elements for each subcontract.

(3) Other Direct Costs - When the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

(4) Indirect Cost Rates - Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

(5) Contractor Acquired Equipment - Identify by item the quantities, unit prices, and total dollars billed.

(6) Contractor Acquired Software - Identify by item the quantities, unit prices, and total dollars billed.

(7) Travel - When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, e.g., task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

Note to paragraph (j) - Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(k) *Adjustment vouchers.* Adjustment vouchers should be submitted if finalized indirect rates were received but the rates are not for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. Hence, only part of the base period can be adjusted for the applicable final indirect rates. These invoices should be annotated with adj after the invoice number.

(l) *Final vouchers.* Final Vouchers shall be submitted if finalized rates have been received for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. You have received finalized rates for the entire base period that encompass both fiscal years that cover the base period. In accordance with FAR 52.216-7, these invoices shall be submitted within 60 days after settlement of final indirect cost rates. They should be annotated with the word Final or F after the invoice number. Due to system limitations, the invoice number cannot be more than 11 characters to include spaces.

(m) *Completion vouchers.* In accordance with FAR 52.216-7(d)(5), a completion voucher shall be submitted within 120 days (or longer if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract. The voucher shall reflect the settled amounts and rates. It shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice. Since EPA's invoices must be on a period of performance basis, the contractor shall have a completion invoice for each year of the period of performance. This voucher must be submitted to the Contracting Officer for review and approval before final payment can be made on the contract. The Contracting Officer may request an audit of the completion vouchers before final payment is made. In addition, once approved, the Contracting Officer will request the appropriate closeout paperwork for the contract. For contracts separately invoiced by delivery or task order, provide a schedule showing final total costs claimed by delivery or task order and in total for the contract. In addition to the completion voucher, the contractor must submit the *Contractor's Release; Assignee's Release*, if applicable; the *Contractor's Assignment of Refunds, Rebates, Credits and other Amounts*; the *Assignee's Assignment of Refunds, Rebates, Credits and other Amounts*, if applicable; and the *Contractor's Affidavit of Waiver of Lien*, when required by the contract.

(End of clause)

1552.232-74 Payments – Simplified Acquisition Procedures Financing (Jun 2006)

Simplified acquisition procedures financing in the form of Net 30, in accordance with the Prompt Payment Act, will be provided under this commercial item order in accordance with the payment schedule below. If both advance and interim payments are to be made, the payment schedule shown below will specify the type of payment provided for each line item.

The Government shall pay the contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer Representative: <https://www.epa.gov/financial/contracts>

One full payment in the amount of the order, Base Period and for the Option Period when/if it is exercised, to be paid upon acceptance and receipt of a proper invoice within 30 days after start of the period of performance.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY ITAD		7. ADMINISTERED BY (If other than Item 6)	
CODE		CODE			
ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
TELOS CORPORATION Attn: (b)(4) 19886 ASHBURN RD. ASHBURN VA 201472358				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-162DA 68HERD20F0133	
				10B. DATED (SEE ITEM 13) 06/18/2020	
CODE 056280621		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

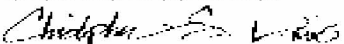
DUNS Number: 056280621

TOCOR: Torina Anderson Invoice Approver: Torina Anderson

The purpose of this modification is to incorporate the attached EPA blanket administrative modification signed by Raoul Scott on July 30, 2020. All other terms and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christopher S. Davis	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/22/2020
(Signature of person authorized to sign)		ELECTRONIC SIGNATURE	

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR
TELOS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 06/19/2020 to 06/18/2021				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE 08/13/2020		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY Raoul D. Scott, Director OMS/ARM/OAS/Policy, Training and Oversight Division US Environmental Protection Agency, Mail Code 3802R 1200 Pennsylvania Avenue, NW Washington, DC 20004		7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) To All EPA Contractors				<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> (X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER To all EPA Contracts and Orders	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/> (X)	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This contract/order is being modified in accordance with the applicability instructions in interim FAR Case 2019-009, and FAR 4.2105, requiring contracting officers to include FAR clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

See attached for the full text version of FAR 52.204-25. Contractor Acknowledgment of receipt required.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raoul D. Scott, Director Policy, Training and Oversight Division	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA RAOUL SCOTT Digitally signed by RAOUL SCOTT Date: 2020.07.30 11:40:17 -04'00'	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)